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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

PARNELL COLVIN,
 Plaintiff,

vs.

M.J. DEAN CONSTRUCTION, INC.,
 Defendant.

Case No. 2:20-cv-01765-APG-EJY

**STIPULATION FOR ORDER VACATING,
 NUNC PRO TUNC, ORDER AND
 JUDGMENT AGAINST DEFENDANT
 M.J. DEAN CONSTRUCTION, INC.**

IT IS HEREBY STIPULATED by and between Defendant M.J. Dean Construction, Inc. (“MJ Dean”) and Plaintiff’s former counsel, Jesse Sbaih & Associates, Ltd. (“Sbaih”) (collectively, “the Parties”) that,

1. On March 25, 2024, the Parties agreed to settle Sbaih’s Motion to Adjudicate Attorney’s Lien (“Motion”) and that Sbaih’s Motion was dismissed against MJ Dean *with prejudice*. (ECF No. 123.)

2. On March 25, 2024, counsel for MJ Dean filed a Notice of Settlement with the Court, which stated the Motion “shall be dismissed with prejudice as against Dean, with each party bearing its own fees and costs.” (ECF No. 135.)

3. By agreeing to settle the Motion, it was MJ Dean’s intention to buy its peace before the evidentiary hearing set for March 26, 2024, and to alleviate the inherent risk associated with the hearing.

4. MJ Dean’s attorney, Robert Rosenthal, attended and testified at the evidentiary

1 hearing on March 26, 2024. Mr. Rosenthal testified that Sbaih and MJ Dean had entered into a
2 confidential settlement agreement with respect to the Motion, that the Parties had filed a Notice
3 of Settlement the day before stating that the Motion against MJ Dean was dismissed with
4 prejudice, and that the Sbaih and MJ Dean would be filing a stipulation to dismiss the Motion
5 with prejudice forthwith. The Court then excused Mr. Rosenthal from the evidentiary hearing.
6 Mr. Rosenthal was not present during the evidentiary hearing when the Court issued its decision
7 on the Motion.

8 5. Despite the fact that (a) the Parties agreed to settle the Motion before the
9 evidentiary hearing, (b) Sbaih agreed to dismiss the Motion against MJ Dean with prejudice prior
10 to the evidentiary hearing, (c) the Parties filed a Notice of Settlement before the evidentiary
11 hearing, (d) Mr. Rosenthal advised the Court about the settlement and the dismissal of the Motion
12 against MJ Dean with prejudice, and (e) and Mr. Rosenthal was excused from the evidentiary
13 before the Court issued its decision, the Court nevertheless proceeded to issue a Minute Order and
14 Judgment, which found that MJ Dean was jointly and severally liable with Plaintiff in the amount
15 of \$5,470.00 with respect to Sbaih's Motion. (ECF Nos. 136 and 137.)

16 6. In light of the foregoing, the Parties hereby stipulate that the Court set aside and
17 vacate the Minute Order and Judgment *nunc pro tunc* against MJ Dean in the following manner:

18 a. The Court should set aside and vacate the portion of the Minute Order dated
19 March 27, 2024, wherein the Court found MJ Dean jointly and severally liable with respect to
20 Sbaih's Motion. (ECF No. 136)

21 b. The Court should set aside and vacate the portion of the Court's Minute
22 Order dated March 27, 2024, awarding Sbaih Judgment in the amount of \$5,470.00 as against MJ
23 Dean jointly and severally with respect to Sbaih's Motion. The Parties hereby stipulate and agree
24 that Judgment in the amount of \$5,470.00 should not be against MJ Dean and should not be joint
25 and several. (See ECF No. 136.)

26 c. The Court should set aside and vacate the Judgment, dated March 28, 2024,
27 in favor of Plaintiff against MJ Dean jointly and severally in the amount of \$5,470.00 with respect
28 to Sbaih's Motion. (ECF No. 137.)

7. The attached Proposed Order memorializes the Parties' stipulation, and the Parties request that the Court enter the attached Proposed Order.

Dated this 28th day of March, 2024.

Howard & Howard Attorneys PLLC

Jesse Sbaih & Associates, Ltd.

/s/ Robert L. Rosenthal

/s/ Jesse M. Sbaih

Robert L. Rosenthal, Esq.

Jesse M. Sbaih, Esq.

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Attorneys for Defendant

Former Attorneys for Plaintiff

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M.J. DEAN CONSTRUCTION, INC,

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Case No. 2:20-cv-01765-APG-EJY

**ORDER VACATING, *NUNC PRO TUNC*,
 ORDER AND JUDGMENT AGAINST
 DEFENDANT M.J. DEAN
 CONSTRUCTION, INC.**

This matter is before the Court on the stipulation of Defendant M.J. Dean Construction, Inc. (“MJ Dean”) and Plaintiff’s former counsel, Jesse Sbaih & Associates, Ltd. (“Sbaih”) (collectively, “the Parties”). The Court having reviewed the Parties’ stipulation, and good cause appearing, therefor,

THE COURT FINDS AND ORDERS:

1. On March 25, 2024, the Parties agreed to settle Sbaih’s Motion to Adjudicate Attorney’s Lien.

2. On March 25, 2024, Sbaih agreed to dismiss the Motion to Adjudicate Attorney’s Lien against MJ Dean with prejudice.

3. On March 25, 2024, counsel for MJ Dean filed a Notice of Settlement with MJ Dean, with each Party bearing its own fees and costs.

1 4. By agreeing to settle Sbaih's Motion to Adjudicate Attorney's Lien, MJ Dean
2 intended to buy its peace before the Court's evidentiary hearing on March 26, 2024, and to
3 alleviate the inherent risk associated with the hearing.

4 5. MJ Dean's counsel, Robert Rosenthal, appeared at the evidentiary hearing on
5 March 26, 2024.

6 6. MJ Dean's counsel, Robert Rosenthal, testified at the evidentiary hearing that the
7 Parties had entered into a confidential settlement agreement with respect to Sbaih's Motion to
8 Adjudicate Attorney's Lien, that the Parties had filed a Notice of Settlement on March 25, 2024
9 stating that Sbaih agreed to dismiss the subject motion against MJ Dean with prejudice, and that
10 the Parties intended to file a stipulation to dismiss Sbaih's Motion to Adjudicate Attorney's Lien
11 with prejudice forthwith. The Court then excused Mr. Rosenthal from the evidentiary hearing.
12 Mr. Rosenthal was not present during the evidentiary hearing when the Court issued its decision
13 on Sbaih's Motion to Adjudicate Attorney's Lien.
14

15 7. The Parties stipulated that the Court enter the subject *nunc pro tunc* order.
16

17 8. A *nunc pro tunc* order is appropriate under the circumstances.

18 9. Therefore, upon consideration of the Parties' Stipulation, in order to correct an
19 error, the following occur:

20 a. The Court's Minute Order dated March 26, 2024, shall be corrected by
21 striking the words "MJ Dean Construction, Inc." and "joint and several" from the following
22 sentence: Judgment in the amount of \$5,470.00 is awarded to Jesse Sbaih & Associates, LTD, and
23 against MJ Dean Construction, Inc., and Parnell Colvin, joint and several. Accordingly, the
24 foregoing sentence in the corrected Minute Order shall state "Judgment in the amount of
25 \$5,470.00 is awarded to Jesse Sbaih & Associates, LTD, and against Parnell Colvin."
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b. The Judgment dated March 28, 2024, shall be corrected by striking the words “MJ Dean Construction, Inc.” and “joint and several” from the following sentence: Judgment in the amount of \$5,470.00 is awarded to Jesse Sbaih & Associates, LTD, and against MJ Dean Construction, Inc., and Parnell Colvin, joint and several. Accordingly, the foregoing sentence in the corrected Judgment shall state “Judgment in the amount of \$5,470.00 is awarded to Jesse Sbaih & Associates, LTD, and against Parnell Colvin.”

IT IS SO ORDERED.

Dated: March 29, 2024


 UNITED STATES DISTRICT COURT JUDGE

Respectfully submitted by:

/s/ Robert L. Rosenthal
 Robert L. Rosenthal, Esq.
 Nevada Bar No. 6476
 3800 Howard Hughes Pkwy., Ste. 1000
 Las Vegas, Nevada 89169
Attorneys for Defendant

Approved as to form and content:

Jesse Sbaih & Associates, Ltd.

/s/ Jesse M. Sbaih
 Jesse M. Sbaih, Esq.
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